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FF 16941

Contract Between
THE CITY OF TONAWANDA, N.Y.
AND
THE UNIFORMED PROFESSIONAL
FIREFIGHTERS ASSOCIATION
LOCAL 859, I.A.F.F.
AFL-CIO
TONAWANDA, N.Y.

(January 1, 2004 - December 31, 2006)

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**NYS PUBLIC EMPLOYMENT
RELATIONS BOARD**

26 EMPLOYEES

**CONTRACT BETWEEN THE
CITY OF TONAWANDA AND
TONAWANDA FIREFIGHTERS
LOCAL 859, I.A.F.F.**

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This agreement entered into this 1st day of January 2004 by and between the CITY OF TONAWANDA, NY (hereinafter referred to as the CITY) and the UNIFORMED PROFESSIONAL FIREFIGHTERS ASSOCIATION, LOCAL 859 I.A.F.F., AFL-CIO, TONAWANDA, NY (hereinafter referred to as the UNION).

ARTICLE I - UNION RECOGNITION AND CHECKOFF

A. The City recognizes that Local 859 I.A.F.F., Uniformed Professional Firefighters Association, AFL-CIO as the bargaining agent for all City employees in the above unit from and after April 1, 1991. These employees shall include uniformed members of the fire fighting force in the ranks of Firefighter (including all specializations), Captains (including all specializations), and Assistant Chiefs (including all specializations).

B. The City recognizes the obligation of those employees who are, or who may become, members of the Union to pay their union dues, and the City agrees to deduct union dues from the wages of all Union members who appear on the City payroll, and forward such dues together with a list of employees for whom dues deductions are made, to the union. Dues deductions are to be made biweekly.

C. Effective with the signing of this agreement, the City agrees that any present or future employee, who is not a Union member and who does not make application for membership, shall have deducted from their paychecks a service fee in an amount equal to the regular amount of dues of the Union for the duration of this agreement. This deduction shall be made on a biweekly basis and shall be transmitted at the same time as member's dues to the Union. The Union agrees to hold the City safe and harmless because of said deduction.

ARTICLE II - MANAGEMENT RIGHTS

A. Without limitations upon the exercise of its statutory powers, duties and responsibilities, except as herein specifically provided to the contrary, the City Council, Mayor and Department Heads have the right to exercise all normally accepted management prerogatives including but not limited to:

1. To appoint such employees as it may require for the performance of its duties, fix and determine their qualifications, duties, job titles and compensation, to suspend, discharge, promote, demote or transfer or release employees because of lack of work or for other proper or legitimate reasons, subject to the provisions of the Civil Service Law of the State of New York.

2. The right to fix operating and personnel schedules, determine work loads, arrange transfer, order new work assignments, and issue any other order or directive intended to carry out the managerial responsibilities and duties imposed upon the City Officials by law.

ARTICLE III - SALARIES AND OTHER ECONOMIC BENEFITS

A. PAY SCHEDULE

Effective January 1, 2004, there shall be, as scheduled, increases in the biweekly salary of all ranks covered by the Collective Bargaining Unit, as per the following schedules:

2.5% salary increment retroactive to January 1, 2004.

3.0% salary increment retroactive to January 1, 2005.

3.0% salary increment January 1, 2006.

Local 859 agrees to maintain the present levels for first, second, third and fourth year firefighters thru the term of the contract for all employees hired after January 1, 2004.

1. Pay schedules 2004:

<u>Position</u>	<u>Biweekly</u>	<u>Daily</u>	<u>Hourly</u>
Firefighter			
First Year			
hired after 1/1/04	1,273.11	127.28	15.91
hired before 1/1/04	1,304.94	130.49	16.31
Second Year			
hired after 1/1/04	1,353.06	135.28	16.91
hired before 1/1/04	1,386.89	138.69	17.34
Third Year			
hired after 1/1/04	1,449.00	144.88	18.11
hired before 1/1/04	1,485.23	148.52	18.57
Fourth Year			
hired after 1/1/04	1,598.25	159.84	19.98
hired before 1/1/04	1,638.21	163.82	20.48
Fifth Year	1,843.94	184.39	23.05
Captain	2,038.94	203.89	25.49
Assistant Chief	2,205.25	220.52	27.57

2. Pay schedules 2005:

<u>Position</u>	<u>Biweekly</u>	<u>Daily</u>	<u>Hourly</u>
Firefighter			
First Year			
hired after 1/1/04	1,273.11	127.28	15.91
hired before 1/1/04	1,344.09	134.41	16.80

Second Year			
hired after 1/1/04	1,353.06	135.28	16.91
hired before 1/1/04	1,428.49	142.85	17.86
Third Year			
hired after 1/1/04	1,449.00	144.88	18.11
hired before 1/1/04	1,529.78	152.98	19.12
Fourth Year			
hired after 1/1/04	1,598.25	159.84	19.98
hired before 1/1/04	1,687.35	168.74	21.09
Fifth Year	1,899.26	189.93	23.74
Captain	2,100.11	210.01	26.25
Assistant Chief	2,271.40	227.14	28.39

3. Pay schedules 2006:

<u>Position</u>	<u>Biweekly</u>	<u>Daily</u>	<u>Hourly</u>
Firefighter			
First Year			
hired after 1/1/04	1,273.11	127.28	15.91
hired before 1/1/04	1,384.41	138.44	17.31
Second Year			
hired after 1/1/04	1,353.06	135.28	16.91
hired before 1/1/04	1,471.35	147.13	18.39
Third Year			
hired after 1/1/04	1,449.00	144.88	18.11
hired before 1/1/04	1,575.68	157.57	19.70
Fourth Year			
hired after 1/1/04	1,598.25	159.84	19.98
hired before 1/1/04	1,737.97	173.80	21.72
Fifth Year	1,956.24	195.62	24.45
Captain	2,163.11	216.31	27.04
Assistant Chief	2,339.55	233.95	29.24

4. Fire Prevention and Inspection Office

If this office is filled with a Firefighter, then the annual salary will be calculated equally between that of a fifth (5) year Firefighter and a Captain's salary.

B. LONGEVITY

1. Longevity payments shall be paid to members of the Union on the first pay period in June in each contract year. Any member who reaches their longevity at any time during said contract year shall be entitled to longevity payment on the first pay period in June.

Effective January 1, 2004

<u>YEARS</u>	<u>AMOUNT</u>
Five	\$1,175.00
Ten	\$1,375.00
Fifteen	\$1,475.00
Twenty	\$1,575.00
Twenty-five	\$1,700.00

C. SEPARATE CHECKS AND RETROACTIVE COMPENSATIONS

1. All personnel who are eligible for Longevity, Holiday Pay, Retroactive Pay and any other pay so deemed by this agreement, shall be paid by the City in a separate check in addition to the regular biweekly check normally issued.

2. Any retroactive compensation shall be paid within thirty (30) days of the ratification of this agreement.

D. VACATION ALLOWANCE

1. Vacation allowance shall be governed by the existing laws of the State of New York and the existing work schedule. The vacation allowance shall be as follows:

One (1) year	two weeks or nine (9) working days
Five (5) years	three (3) weeks or twelve (12) working days
Eight (8) years	three (3) weeks & one (1) day or thirteen (13) working days
Eleven (11) years	three (3) weeks & two (2) days or fourteen (14) working days
Fourteen (14) years	three (3) weeks & three (3) days or fifteen (15) working days
Fifteen (15) years	four (4) weeks or eighteen (18) working days
Twenty (20) years	five (5) weeks or twenty-one (21) working days

2. Vacation may not be accumulated from year to year except in the following limited circumstances that preclude an employee from scheduling or using their vacation in the usual manner:

- a. Sick leave of an employee on an extended basis.
- b. Absence due to workers' compensation injury.

c. Needs of the department, as determined by the Fire Chief, which preclude the taking of vacation.

d. If the employee was unable to take and use their vacation due to the circumstances noted in sub-paragraph a, b, or c above, the employee shall be paid for such unused vacation by the first pay period after the end of the vacation year.

3. The employee may request that a portion of their vacation be paid in cash rather than be taken as days off. The determination as to the disposition of all requests shall be at the discretion of the Mayor's Office, Fire Chief, and the employee as per this agreement.

A. E. OUT OF TITLE WORK

1. When any Firefighter is assigned by competent authority, to work out of title for a full day or night at a higher rank, he/she shall be compensated for working in that position on a per diem basis which shall reflect the difference between their regular salary and the salary that would be received if they were promoted to that position.

2. "Out of Title" assignments shall be determined by reference to the rankings of the top three (3) members on the Civil Service list. If the list cannot be followed, then seniority and suitability shall be used to fill the position.

3. If any position of the rank of officer is vacant, and remains so for more than thirty (30) days, the member who is temporarily filling that position shall be compensated at the salary for that position.

4. If the Fire Chief is out of town on City business or vacation, or is incapacitated on extended sick leave, then the Chief or the Mayor shall appoint an Assistant Chief to act in his place. The Assistant Chief will be paid the Chief's pay while acting in his absence. If the Fire Chief is in town and available for emergencies, no Assistant Chief will receive Chief's pay.

B. F. PROMOTIONS

1. Permanent promotions to any rank within the department shall be made from those members certified on an eligible list, after taking a written examination, pursuant to the applicable provisions of the Civil Service Law and Rules and Regulations adopted pursuant thereto. The employer shall request, and to the extent that it lies in the employer's power, shall require that the appropriate Civil Service Authority takes the necessary steps to ensure that eligible lists for all ranks are maintained at all times.

G. CLOTHING ALLOWANCE

1. A uniform allowance payment equivalent to five hundred dollars (\$500.00) per employee per year shall be made to the Union, by the City, as the clothing allowance responsibility of the City. The only exception will be for newly hired Firefighters, in which case an additional payment will be made in the amount of six hundred dollars (\$600.00) for each new employee.

2. This payment shall be made on the first pay period in February of each year. In the case of the newly hired Firefighter, the payment will be made within one (1) week of their appointment date.

3. It will be the sole responsibility of the Union to ensure that all member's uniforms are purchased and maintained within the guidelines of the department's Rules and Regulations as established by the Fire Chief.

4. A class "A" uniform will be issued to members, upon promotion to an Officers grade, at the City's expense.

5. Members retiring before July 1st will be ineligible for the five hundred dollar (\$500.00) allowance for that year.

6. Two hundred dollars (\$200.00) of the clothing allowance shall be for the maintenance, cleaning and repair of a member's uniform.

H. OTHER ECONOMIC BENEFITS

1. Pension Plan

a. The City agrees to assume and make payments for the contributions of all members of the bargaining unit of the Union who are now, and/or shall become in the future, members of the New York State Policemen's and Firemen's Retirement System, Section 384, twenty-five (25) year plan.

b. It is further agreed that Sections F, G, and H providing for the 1/60th of final average salary for each completed year of credited service in excess of twenty-five (25) years, shall be provided. Also, Section 302-9-D providing for the final average salary based upon earnings during the past twelve (12) months of employment, shall be provided.

c. An employee shall be permitted to elect retirement under Section 375-I if he/she so desires, and deselect coverage under Section 384, as permitted by law.

d. The City agrees to assume and make the payments for the contributions of all members of the bargaining unit of the Union who are now, or shall become in the future, members of the New York State Policemen's and Firemen's Retirement System, Section 384D, twenty (20) year retirement plan, effective April 1, 1989.

e. The City agrees to assume and make payments for the contributions of all members of the bargaining unit of the Union who are now, or shall become in the future, members of the New York State Policemen's and Firemen's Retirement System, Section 384E, twenty (20) year retirement plan with additional 1/60th, effective April 1, 1990.

2. Holidays

a. All holidays, enumerated below and occurring during the term of this contract, shall be paid time-off to all Fire Department personnel regardless of the number of holidays worked. The City shall, in the first pay period in November, pay each member of the Fire Department the sum of money equal to the number of paid holidays multiplied by the daily rate. The daily rate is 1/10th of the biweekly salary. The above pay for holidays is in lieu of compensatory time off.

FULL DAY HOLIDAYS

New Years Day	Veteran's Day
Patriot's Day	Election Day
Good Friday	Thanksgiving Day
Memorial Day	December 24th
Independence Day	Christmas Day
Labor Day	December 31st
Columbus Day	

b. If a member is employed for less than the full holiday period, he/she shall be paid for only the number of holidays occurring during his/her period of employment.

c. All members shall be paid the following rate for the contract years as indicated:

<u>POSITION</u>	<u>2004</u>	<u>2005</u>	<u>2006</u>
Firefighter			
First Year			
hired after 1/1/04	1,655.04	1,655.04	1,655.04
hired before 1/1/04	1,696.42	1,747.31	1,799.73

Second Year			
hired after 1/1/04	1,758.98	1,758.98	1,758.98
hired before 1/1/04	1,802.95	1,857.04	1,912.75
Third Year			
hired after 1/1/04	1,883.70	1,883.70	1,883.70
hired before 1/1/04	1,930.79	1,988.72	2,048.38
Fourth Year			
hired after 1/1/04	2,077.73	2,077.73	2,077.73
hired before 1/1/04	2,129.67	2,193.56	2,259.36
Fifth Year			
	2,397.13	2,469.04	2,543.11
Captain	2,650.62	2,730.14	2,812.05
Assistant Chief	2,866.82	2,952.83	3,041.41

I. CALCULATION OF ECONOMIC BENEFITS

1. Holiday pay, vacation pay, sick leave pay, assignment pay and absence pay or loss of pay, shall be calculated at the rate of 1/10th of the biweekly salary for each day thereof.

J. BEREAVEMENT

1. Full time employees in the bargaining unit shall be allowed three (3) working days off from the date of death of a spouse, parent, child (to include both step and foster children), brother, sister, grandparent, grandchild, foster or step parent, father-in-law or mother-in-law. Two (2) working days off for the death of a member's brother-in-law or sister-in-law shall be provided.

2. The bereavement leave may be extended by the request of the employee and by the approval of the Department Head, and such approval shall not be unreasonably withheld.

K. PERSONAL LEAVE

1. Effective January 1, 2000, each employee shall be allowed four (4) personal leave days off per year, one (1) of which is a restricted use personal leave day which will be approved only upon the condition that the employee's shift will have adequate staffing so that no overtime is necessary on the shift. The Department Head must be notified 48 hours in advance. (Personal leave days are subject to the approval of the Fire Chief or his designee.)

2. Personal leave days may not be accumulated. If the employee was unable to take and use their one (1) restricted use personal day due to the circumstances noted in a, b or c below, the employee shall be paid for such unused restricted use personal day by the first pay period after the end of the calendar year.

- a. Sick leave of an employee on an extended basis.
- b. Absence due to workers' compensation injury.
- c. Needs of the department, as determined by the Fire Chief, which preclude the taking of the restricted use personal leave day.

L. HOSPITAL AND SURGICAL INSURANCE

1. Independent Health Coverage:

a. The City shall pay the full costs of family Medical and Hospitalization plan of the member's choice, provided the cost does not exceed the cost of the prevailing Independent Health Gold Plan with one dollar (\$1.00) copay prescription rider and dependent children until the age of twenty-three (23) rider currently offered to members of the bargaining unit. Any excess in premiums for other plans are to be borne by the member.

b. Effective June 1, 2000, the City shall have the option of providing Independent Health's Encompass C (Advantage) plan with the nine dollar (\$9.00) Preferred Prescription drug rider, fifteen dollar (\$15.00) Outpatient Care and Outpatient Surgery Copayment and dependent children until the age of twenty three (23) rider to any Union member who chooses Independent Health's Gold Plan, provided the City reimburses the member the deductible differences for any additional expenses incurred by the member that would have been covered under Independent Health's Gold Plan as stated in Article III-Section L-1-a of this agreement, except that prescriptions will only be reimbursed to a three dollar (\$3.00) deductible, and doctors office visits and outpatient surgery will only be reimbursed to a ten dollar (\$10.00) deductible.

c. The City agrees to provide the Union with five thousand dollars (\$5,000.00) to set up and administer an account for the reimbursement of expenses, as stated in Article III - Section L-1-b of this agreement. The City will then reimburse the Union, the first week of every month, for all the expenses paid out of this account so the balance of five thousand dollars (\$5,000.00) is maintained. The Union agrees to allow the City Treasurer to audit this account

for accuracy and validity of the expenses incurred during the month. The City can opt out of this section, Article III - Section L-1-c, provided that the City notifies the Union, in writing, thirty (30) days in advance, then the coverage shall revert back to Article III - Section L-1-a.

2. Retirees who do not live in the region of Independent Health will have the option of purchasing their own insurance, the cost of this insurance will be paid by the City, not to exceed the current price of Independent Health Gold Plan and applicable riders as stated in Article III-Section L-1-a of this agreement. If this cost exceeds the current price, the retirees shall pay the difference.

3. Effective January 1, 1993, the City shall provide all newly hired members with single coverage of Independent Health Gold and applicable riders for the member's first two (2) years of employment. The member(s) may add family coverage at their own expense during that time. After two (2) years of employment, the City agrees to split the cost difference between single coverage and family coverage Independent Health Gold or a less expensive plan, with the member(s). After three (3) years of employment, the City agrees to provide the member(s) with family coverage at no expense to the member, not to exceed the cost of Independent Health Gold.

4a. All present and future retirees, who were hired by the City and were members prior to January 1, 2000, and who have twenty (20) years continuous service with the City immediately preceding retirement and who are then eligible for a New York State pension, will be covered, as provided in 1a and 1b above, provided such retirees are presently covered under a Medical and Hospitalization plan.

4b. Employees hired from January 1, 2000 through December 31, 2002, who have a minimum of twenty (20) years continuous full-time service with the City immediately preceding retirement and who are then eligible for and commence to receive a New York State pension, may continue any health insurance plan under which they are covered at the time of retirement, but the City's contribution toward the cost of said plan shall be eighty percent (80%) of the premium for said coverage, with the retiree being responsible for payment of twenty percent (20%) of the premium.

Employees may cash out up to one hundred seventy-five (175) accrued sick leave benefit days standing to their credit at the time of retirement, payment for which may be applied toward their share of premium costs.

4c. Future retirees who were hired on or after January 1, 2003, who have a minimum of twenty (20) years continuous service with the City immediately preceding retirement and who are then eligible for a New York State pension, may continue any health insurance plan under which they are covered at the time of retirement, but the employee is responsible for 100% of the cost of the insurance plan premium. The dollar value of a future retiree's unused accumulated sick leave, as identified in Article VI.A. - Sick Leave and Substance Abuse, will be applied towards the cost of providing health coverage under the City's health plan to the employee after his retirement. The charge for the cost of insurance against the sick leave credit will be based on the insurance carrier's actual charge to the City for the cost of the health insurance. The City Treasurer's Office will be responsible for providing the retirees with an annual statement that identifies the remaining value of the retiree's sick leave credit. After exhausting his accumulated sick leave credit, the retiree may elect to continue coverage at his own expense under the City's healthcare plan by submitting to the City Treasurer prior to the exhaustion of the health credit a written request to continue coverage. Retirees' payments to the City for health insurance coverage must be kept current in order for the retiree to maintain enrollment in the City's health plan.

4d. If a retiree dies, Medical and Hospitalization shall be continued for the widow(er), as provided in a, b or c above, provided she/he was covered on the retiree's contract at the time of retirement.

5. Effective April 1, 1996, any future retiree and/or their spouse who are eligible for Medicare, Part B, must sign up for this coverage through the Social Security Administration in order to continue to be eligible for health insurance coverage through the City. The City must notify the retiree and/or their spouse within six (6) months of their eligibility for Medicare, Part B, for this paragraph to be valid.

6. In the event of an active member's death in the line of duty, the City shall provide Hospital and Surgical insurance, as defined in this section, for the member's spouse and children. All coverage would cease at such time as the spouse would remarry.

7. Should any member die while an employee, the City shall continue to provide their family with Medical and Hospitalization insurance for a period of six (6) months for up to five (5) years of service. After five (5) years of service an additional one (1) year of coverage will be provided for the family for every five (5) full years of service by the deceased member. Coverage will terminate upon remarriage of the widow(er) or employment by an employer who provides Hospital and Medical insurance.

8. Should any member die while an employee of the City who was eligible for retirement, the City shall provide Hospital and Medical insurance for the surviving spouse and dependent children until such time as the spouse may remarry or become employed by an employer who provides Medical and Hospital insurance.

9. The City agrees to provide Blue Cross & Blue Shield rider No. 8 providing for extension of Medical insurance benefits to older dependent children for all members enrolled in the family plan. The equivalent rider provided by the alternate Medical and Hospital Plan (HCP) shall also be included.

10. The City shall tender every first pay in February an amount of \$15,000.00 for every year thereafter to IAFF, Local 859, to be used toward the payment of dental bills and optical bills and extraordinary medical expenses. An excess remaining in said account shall be applied toward the payment of dental and optical bills as set forth herein, in future years pursuant to the continuing administration of this plan.

11. Administration of the plan shall take place the January following each year for the dental and optical bills submitted for the prior calendar year. The total administration of this plan shall be performed by IAFF, Local 859, subject to the following conditions:

a. IAFF, Local 859, shall establish a separate account for the sole purpose of receipt and disbursement of such funds.

b. IAFF, Local 859, hereby waives the right to request further increases in the annual appropriation of \$15,000.00 until such time as any surplus in this fund has been totally depleted at the expiration of the term of this agreement.

c. Any bills covered under another plan will not be covered under this plan.

d. The City shall be provided a copy of all rules and regulations under which the dental and optical plans shall be governed upon request. The Union also agrees to notify the City whenever these rules are revised.

e. IAFF, Local 859 retains the right to add, delete, or modify any or all rules and regulations governing the dental and optical plans.

M. WAIVER OF MEDICAL INSURANCE

1. Regular, full time employees who are eligible to receive Medical and Hospital Insurance and related riders under negotiated contract provisions, may elect to waive such employee benefits because they are currently covered by adequate Health and Hospital Insurance through their spouse's plan, or because they deem they do not require such coverage.

2. FAMILY PLAN PARTICIPANTS - As compensation for the waiving of the rights to such coverage, the City agrees to pay the employee \$800.00 for the period January 1st through December 31st in their paycheck on the first pay period in December as a modification to wages (subject to taxes). This compensation would be pro-rated over the year from the time an employee elected such waiver, is hired or terminated, or if the employee requires immediate reinstatement of coverage due to loss of coverage through the employee's spouse's plan.

3. SINGLE MEMBER PARTICIPATION - As compensation for the waiving of the right to such coverage, the City agrees to pay the employee \$350.00 for the period January 1st through December 31st in their paycheck on the first pay period in December as a modification to wages (subject to taxes). This compensation would be pro-rated over the year from the time the employee elected such waiver, is hired or terminated, or if the employee requests immediate reinstatement of coverage.

4. Either single or married employees desiring to waive this coverage shall be required to sign Appendix form A. Any employee who desires to reinstate coverage shall be required to sign Appendix form B at least 30 days prior to reinstatement of coverage.

5. A married employee who desires to reinstate family plan coverage shall be required to provide verification that their spouse's insurance coverage is no longer available or has been reduced substantially.

6. In the event both spouses are employed by the City of Tonawanda, the provisions of this section shall not be applicable, as only one may be eligible for joint coverage of both parties.

N. OVERTIME AND OVERTIME COMPENSATION

1. For the period January 1, 1999 through December 31, 1999, each member will receive a one time payment of \$500.00 as additional compensation for overtime hours worked beyond their normal work week.

2. Effective January 1, 2000, all overtime due to hours actually worked beyond the normal work schedule, when authorized by the Fire Chief or by designated authority, shall be compensated at the rate of time and one half (1 ½) the employees hourly rate for the overtime hours.

O. COMPENSATION FOR ATTENDANCE AT EMERGENCIES

1. Any member of the bargaining unit, not on duty, who responds to an emergency to which the Fire Department has been summoned, shall be given compensatory time. Compensatory time will be paid one hour for the first 30 minutes or less, and if over 30 minutes but 1 hour or less, they will be paid 2 hours, then 1 hour for every hour or fraction thereof after that.

P. COMPENSATION FOR ATTENDANCE AT TRAINING SESSIONS

1. Release time shall be granted for Fire Department approved or mandated training. Mandated training shall be defined as approved EMS or Fire related training school, training tower sessions and N.Y.S. schools with Mayor's Office approval.

2. Off-shift personnel who attend local mandatory training sessions shall be paid time and one-half for their attendance, subject to a maximum of sixteen (16) hours per year. Members who attend mandatory training in excess of sixteen (16) hours per year shall receive compensatory time at a rate of one hour for each hour or fraction thereof.

3. Off-shift personnel who attend approved training sessions but are not mandated to attend shall receive compensatory time at a rate of one hour for each hour or fraction thereof.

4. Off-shift personnel who are called into work in the place of those who attend approved EMS or Fire related training schools, shall be compensated at the rate of one and one-

half times the hourly rate. Selection of replacement personnel shall be through a separate call-in list established to designate rotation for partial day substitution.

5. Unit members attending such schools shall be compensated at the U.S. Internal Revenue standard mileage rate for reimbursing employees for use of their personal vehicles plus tolls when using their own car.

6. Compensation or Compensatory Time, as provided above, shall only be awarded after successful completion of the approved course or where the member has made a conscientious effort to complete the course. Any additional time needed to pass a course will not be compensated for pay or compensatory time, until successful completion of said course.

7. Effective April 1, 1996, notwithstanding the above, no compensatory time will be granted for off duty training in the Certification and/or Re-Certification for EMT, AEMT, CCT, Paramedic, and Continued Medical Education hours for members.

Q. COMPENSATION FOR COURT APPEARANCES

1. Any member who is required to be present at court appearances, hearings or meetings with the City Attorney or other legal council, shall be paid at the rate of time and one-half of his/her normal hourly rate when such meetings are required off-shift.

R. COMPENSATION FOR CALL-IN

1. When authorized by proper authority, or upon direction by the Fire Chief, members called in for duties outside of normal fire related functions shall be compensated hour for hour or a fraction thereof, at one and one half times their normal rate of pay.

S. DEATH BENEFIT FOR BENEFICIARY

1. In the event of an active member's death, his/her beneficiary shall receive compensation from the City for unused vacation, unused compensatory time, unused sick leave days (maximum being 175 days), longevity, paid holidays worked, and unused personal leave days.

T. EDUCATIONAL INCENTIVE

To encourage employees to obtain further education in their career field, the City agrees to pay the following incentives:

1. For each member who obtains an Associates Degree in Fire Prevention or Fire Fighting field, the City shall pay \$100.00 per year on their successful completion of the course.

2. For each member who obtains a Masters or Bachelors Degree in the Fire Prevention or Fire Fighting field, the City shall pay \$200.00 per year on their successful completion of the course.

3. The City shall pay the following for each member with a current EMS Certificate:

EMT Certificate	\$1,000.00
AEMT Certificate	\$2,000.00
CCT Certificate	\$2,250.00
Paramedic Certificate	\$2,500.00

a. If the City makes an EMT Certification a mandatory requirement for employment then the \$1,000.00 incentive for the EMT certification shall be eliminated.

b. Members will be paid for a Paramedic Certificate only if the City were to activate paramedic service in the department and bring the program on line for the City. In the absence of an on line paramedic program, the City will pay members with a Paramedic Certificate at the AEMT Certificate rate.

4. The City shall pay no more than one education degree incentive and one EMS certificate incentive to an employee.

5. Education incentive payments shall be paid on the first pay period in April of each year. Any member attaining a new or higher certification during a contract year will receive 1/12th of the incentive for each month remaining in the contract year

U. COMPENSATORY TIME

1a. A member may cash not less than one (1) hour and not more than ten (10) hours of accrued compensatory time per pay period. Payment shall be made in the first pay period after the request is made provided the request was made prior to the commencement of said pay period.

1b. The City agrees to pay in full all compensation time earned the previous year (January 1st to December 31st). At the member's request, the member shall be allowed to keep on the books, up to eighty (80) hours of compensatory time so long as the member notifies the Fire Chief, when asked by the Fire Chief, the number of hours said member would like to keep on the books. Failure to notify the Fire Chief will automatically keep eighty (80) hours of compensatory time on the books for that member. Compensatory time earned during the

previous year will be paid by the second pay period in January of each year at the regular rate the member was earning on December 31. Effective January 1, 2000, members who choose to use compensatory time off for a scheduled work day, in lieu of working their scheduled shift, shall have the actual number of hours in the scheduled work shift deducted from their accrued compensatory time.

2. Upon termination of services (retirement, etc.), each member shall be paid all accumulated compensatory time due him or her, at the rate the member was earning at the time of termination.

3. All members may be required by the City to take up to four (4) days off per year. These days shall be mutually agreed upon between the Fire Chief and the member(s) using accumulated compensatory time, so long as it does not drop the shift on duty below the required number of personnel needed to safely and effectively run the shift.

4. If a member does not take off the required number of days, as set in Article III Section U4 above (to a maximum of four days), then the Fire Chief can assign the member(s) additional days off whether or not the days are mutually agreed upon, so long as it does not drop the shift below the required number of personnel needed to safely and effectively run the shift.

5. If the member's accumulated compensatory time (for both accounts, as stated in paragraph 1 of this section) does not exceed eighty (80) hours, then paragraphs 4 and 5 above do not apply.

V. FAMILY LEAVE

Leaves of absence for child rearing, adoption, family medical and personal medical will be in compliance with the Family Medical Leave Act of 1993.

**ARTICLE IV – RELEASE TIME FOR UNION BUSINESS AND CITY BULLETIN
BOARDS**

A. BULLETIN BOARDS

1. It is agreed that the Union may use City bulletin boards for the purpose of posting Union notices to members, provided that such notices are clearly identified as Union notices.

B. UNION BUSINESS

1. The City shall release time, with no loss of pay, to not more than two delegates designated by the Union, to attend the New York State Professional Fire Fighters convention.

2. The City shall give release time with no loss of pay, but with a limit of two men per shift, to those members designated by the Union to participate in contract negotiations. Off-shift personnel who are called into work in place of those who participate in contract negotiations shall be compensated at the rate of one and one-half times the hourly rate. Selection of replacement personnel shall be through a separate call-in list established to designate rotation for partial day substitution.

3. The President of the Union or his designee, shall be allowed 120 hours off per year for Union business, such as attendance at meetings of the N.Y.S.P.F.F.A. which are held for the pursuance of his career or profession as a firefighters This time off shall be granted without loss of time or pay.

ARTICLE V - WORKING CONDITIONS

A. WORK AND VACATION SCHEDULES

1. The work schedule shall be four (4) groups, working a forty-two (42) hour per week schedule. Two (2) groups shall work each day. The day shift shall be ten (10) hours long and run from 7:30 A.M. until 5:30 P.M. The night shift shall be fourteen (14) hours long and run from 5:30 P.M. until 7:30 A.M. The schedule cycles every twelve (12) days and there are 30.4 cycles per year. The schedule rotates every December.

2. All vacation schedules shall be presented to personnel no later than January 31st. All vacations shall start in accordance with a schedule agreed upon between the Fire Chief and the Union.

B. SENIORITY

1. The Chief of the City of Tonawanda Fire Department is authorized to maintain a department wide seniority system in assigning all firefighters, excluding Officer positions.

2. Seniority for Firefighters shall be determined according to the date and order of appointment.

3. Firefighters, having petitioned for a position, shall remain in that position for at least two (2) years, or until a vacancy exists.

4. Members having petitioned in writing for a position, shall be placed in said position within twenty (20) days, and shall remain in that position for at least two (2) years, or until a vacancy exists.

5. A member who is moved because of the above mentioned paragraph, may move to a position of their choice within their seniority rights. The member shall have ten (10) days to make a selection. The Chief shall award the position within twenty (20) days. The member shall not be locked in for two (2) years.

6. Seniority shall pertain only to positions, and shall not be extended to vacations or other areas pertaining to the department.

7. A new member of the department shall not be included in the seniority system until they have completed one (1) year of service.

8. If at any time the Fire Chief and the Union shall determine that the seniority system cannot be followed in an individual instance the matter shall be resolved by the Mayor, the Union, and the Fire Chief.

9. Any full time job opening shall be posted within ten (10) days and remain posted for ten (10) days. The Chief shall award the permanent position within twenty (20) days after the posting period.

C. EQUIPMENT

1. If for reasons such as, but not limited to staffing, the Mayor deems it necessary to permit anyone other than a unit member to drive, operate, or assist in the operation of Tonawanda Fire Department vehicles or radios, the Mayor will meet with the Union, except in extreme emergencies, as defined by the Fire Chief, Mayor or the Duty Officer.

2. Employees operating Tonawanda Fire Department vehicles shall not be held responsible for persons boarding or riding the vehicles who are under the influence of drugs or alcohol.

ARTICLE VI - SICK LEAVE AND SUBSTANCE ABUSE

A. SICK LEAVE

1. Sick leave with pay may be granted by a department head to an employee when incapacitated and unable to perform their duties by reason of sickness, injury, or quarantine regulations. No such leave shall be granted on account of injury sustained while engaged in other gainful occupation, and no sick leave shall be granted for time during which an employee is entitled to receive Workers' Compensation.

2a. A credit for purposes of sick leave, with pay, at the rate of fifteen (15) days a year, shall accrue annually, such leave as is not used shall accumulate. Sick leave will accumulate at 1 ¼ days per month starting with the first month of employment.

2b. Effective upon the signing of this Agreement, all employees, who were hired by the City and were members prior to January 1, 2003, may accumulate sick days to a maximum of two hundred and forty (240) days. These employees shall be paid for all accumulated sick days to a maximum of one hundred and seventy-five (175) days upon retirement.

Employees hired from January 1, 2000, through December 31, 2002, will have the option of cashing out up to the maximum of one hundred and seventy-five (175) accumulated sick days or applying those accumulated sick days toward the payment of the employee's contribution to the cost of health insurance upon retirement.

2c. Employees hired on or after January 1, 2003, shall not receive cash payment for accumulated sick days upon retirement. These employees may accumulate a maximum of four hundred fifty (450) sick days which are to be converted to a sick leave credit upon retirement. The value of the sick leave credit shall be calculated by multiplying the daily rate of the employee's regular job position at the time of his retirement, by the number of sick days the employee has actually accumulated. The value of the sick leave credit is to be applied toward the cost of providing health coverage to the employee under the City's health plan upon retirement, in accordance with Article III.L.4.b - Salaries and Other Economic Benefits, Hospital and Surgical Insurance.

Each sick day used by these employees, between January 1, 2003, and the date of retirement that contributes to the need for overtime in the Fire Department will result in the

permanent deduction of one (1) day from the employee's 450 day maximum sick leave accumulation. The deduction lowers the maximum number of sick days that an employee can convert to a sick leave credit to be applied to the cost of his health insurance upon his retirement.

In the case of a catastrophic illness, the maximum sick leave accumulation will not be reduced for an employee who uses sick days during the catastrophic illness. A catastrophic illness is defined as an employee absence from work for more than 30 calendar days due to an illness or injury.

Upon the death of the retiree, his remaining health insurance credit shall accrue to his surviving spouse if any. The credit shall not accrue to the retiree's estate.

3. Employees shall notify department heads of absence on account of sickness, within twenty four (24) hours, or in such less time as shall be prescribed by the Fire Chief.

4. A certificate or an affidavit, showing incapacity and inability to perform their duty, issued by the attending physician or other medical practitioner, and containing a diagnosis of the illness must be filed in case of three (3) or more consecutive days, or at the request of the Fire Chief in any absence. The Fire Chief may, however, check further on illness regardless of certificate or affidavit.

5. When an employee has completely exhausted their accumulated sick leave and a need still exists for further sick leave, said employee may present his appeal for same, to the Mayor's Office.

6. An employee may use their sick leave allotment in the event of illness, sickness or injury sustained by a member of the employee's family residing in the same household as the employee. For purposes of this paragraph, "family" shall include spouse, parent, child (to include both step and foster children), brother, sister, grandparent, grandchild, foster or step parent, father-in-law or mother-in-law. The Fire Chief may check the validity of sick leave used for this purpose.

7. Only for the 2006 calendar year, sick leave may be taken in less than full day increments. Beginning on January 1, 2006, and ending on December 31, 2006, sick leave may be taken in two (2) hour increments, which equal $\frac{1}{4}$ sick day, or four (4) hour increments, which equal $\frac{1}{2}$ sick day.

B. SUBSTANCE ABUSE

1. The Uniformed Professional Firefighters Association and the City of Tonawanda are aware of the devastating effects that substance abuse may have on an individual and his/her relationship to their family, associates and employer. In recognition of the real and potential problems such dependency may have, the parties agree to implement, if required, a panel consisting of two (2) members each from the Union and the City, to confidentially investigate, and determine what proper course(s) of action may be appropriate. It is the intention and policy of the Union and the City to provide the fullest assistance to rehabilitate any individual so involved.

2. The City and the Union agree to develop a Drug and Alcohol Testing Policy by December 31, 2006, that includes random and reasonable suspicion testing. The parties will use the Drug and Alcohol Testing agreement negotiated between the City and the CTEA Union as a guide in developing the policy.

ARTICLE VII - GENERAL PROVISIONS

A. GRIEVANCE PROCEDURES

Resolved, that pursuant to the provisions of Article 16 of the General Municipal Law, the following grievance procedure is hereby established for the employees of the City of Tonawanda.

1. **Declaration of Policy:** The purpose of this grievance procedure is to provide an orderly process whereby employees of the City of Tonawanda may equitably and expeditiously settle any difference or grievances that may arise in the course of their employment, free from coercion, restraint, interference, discrimination or reprisal. The provisions contained in this proceeding shall be liberally construed in order to accomplish these objectives.

2. **Definitions:** As herein used, the following terms shall have the following meanings:

- a. "Employer" shall mean the City of Tonawanda.
- b. "Employee" shall mean any person directly employed and compensated by the City of Tonawanda, except person employed in the Legislative or Judicial branch, thereof.
- c. "Grievance" shall mean any claimed violations, misinterpretation or inequitable-application of the existing law, rules, procedures, regulations, administrative orders or work

rules of the City of Tonawanda or a department thereof, which relate to or involve employee health or safety, physical facilities, materials or equipment furnished to employees, or supervision of employees; provided, however, that such term shall not include any matter involving an employee's rate of compensation, retirement benefits, disciplinary proceeding or any other matter which is otherwise reviewable pursuant to law or any rule or regulation having force and effect of law.

d. "Department" shall mean any office, department, board, commission or other agency of the Government of the City of Tonawanda.

e. "Immediate Supervisor" shall mean the employee or officer on the next level of authority above the employee in the department wherein the grievance exists, and who normally assigns and supervises the employee's work and approves their time or evaluated their work performance.

f. "Department Head" shall mean the person so designated pursuant to charter, local law, administrative code, rule or resolution of the Common Council as Head of a Department as defined in sub-paragraph "d" hereof.

g. "Decision" shall mean the ruling, determination or report of disposition made by an immediate supervisor, department head or grievance board after a grievance is heard or submitted as in this act provided.

h. "Day" shall mean all days other than Saturdays, Sundays and Legal Holidays. Saturdays, Sundays and Legal Holidays shall be excluded in computing the number of days with which action must be taken, or notice given, within the terms of the act.

B. SETTLEMENT OF GRIEVANCES

1. Grievances

Any misunderstanding that cannot be resolved verbally between the employee and their immediate supervisor may become the basis for a written grievance. The written grievance may arise between the parties because of the application, the meaning or interpretation of this agreement and/or the rules and regulations of Civil Service Law and/or rules and regulations of the Tonawanda Fire Department.

c. No arbitrator functioning under this step of the grievance procedure shall have any power to amend, modify or delete any provisions of this Agreement.

d. Expenses for the Arbitrator's services and proceedings shall be borne equally by the Employer and the Union. However, such party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings it may cause such a record to be made, providing it pays for the record and makes copies available without charge to the other party and to the Arbitrator. Local 859 I.A.F.F. shall have the right to process grievances under existing City of Tonawanda, NY Grievance Procedures as to application and interpretation of the terms of this contract.

e. If either party desires to withdraw before the appointed Arbitrator conducts any proceedings, that party shall bear the full cost of the Arbitrator's services.

C. TERM OF CONTRACT AND BUDGET SUBMISSION DAY

1. This contract shall be for a term of three (3) years, commencing January 1, 2004 and ending December 31, 2006.

2. It is understood and agreed by both parties that the benefits conferred by this agreement are subject to the applicable provisions of law, and to the agreed appropriation of funds by the Common Council.

3. This agreement and all provisions herein, are subject to all applicable laws, and in the event that any provision of this agreement does not bind either party, the remainder of this agreement shall remain in full force and effect, as if the invalid provision or the illegal provisions had not been a part of this agreement.

4. No amendment or alteration of this agreement shall be binding unless it is in writing and signed by the Mayor or designee and the President of the Union or his authorized representative.

5. The Mayor or designee and Local 859 shall discuss at mutually agreeable times, matters of Mutual concern, but not to include amendment of this agreement.

ARTICLE VIII - CITY OF TONAWANDA COMMON COUNCIL AND MAYOR

All powers and authority the Common Council and Mayor had prior to the signing of this agreement, except those specifically modified or delegated hereby, are retained by the Common Council and Mayor.

ARTICLE IX - TERMINATION AND MODIFICATION

1. This agreement shall be effective as of the first day of January 2004 and shall remain in full force and effect until the 31st day of December 2006. It shall be automatically renewed from year to year, thereafter, unless either party shall notify the other in writing one hundred eighty (180) days prior to the termination date, that it desires to modify this agreement. In the event that such notice is given, negotiations shall commence no later than one hundred twenty (120) days prior to the termination date, and this agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this agreement is provided to the other party in the manner set forth in the following paragraph.

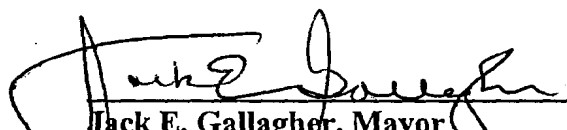
2. In the event that either party desires to terminate this agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE X - MISCELLANEOUS PROVISIONS

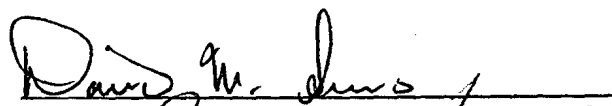
1. A word used in the masculine gender also applies in the female gender.
2. Each lettered APPENDIX referred to in this agreement (for example: "APPENDIX A") is part of this agreement and is incorporated into this agreement by reference.
3. This Memorandum of Agreement is made in full settlement of PERB Case No. M-95-196.
4. This Memorandum of Agreement is expressly subject to ratification by the Union Membership and by the Tonawanda City Council in accordance with the Taylor Law.
5. Upon ratification by both parties, the City of Tonawanda, New York, with consultation with the Union, shall prepare a written agreement for signature within thirty (30) days of ratification covering the period of Memorandum incorporating all the terms and conditions of the agreement contained herein, together with all continued terms and conditions of employment from prior agreements and arbitration decisions.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the


13th of DECEMBER, 2005.



Jack E. Gallagher, Mayor
City of Tonawanda



David Sereno, President I.A.F.F. Local 859




Richard Hosmer, Negotiating Committee




John Graf, Negotiating Committee



Michael Young, Negotiating Committee



Richard Schroeder, Negotiating Committee



James Barber, Negotiating Committee

APPENDIX A

WAIVER OF MEDICAL INSURANCE BENEFITS

1. I, _____ am a member of the Uniformed Professional Firefighters Association, Local 859, and I am entitled to Medical and Hospital Insurance coverage as a result of employment with the City of Tonawanda.
2. I, _____, hereby agree to waive my medical insurance coverage pursuant to the negotiated collective bargaining agreement between the City of Tonawanda and the Uniformed Professional Firefighters Association, Local 859, with the understanding that I am no longer presently eligible for this coverage as long as this waiver remains in effect, and further, that I am entitled to receive a cash payment of \$800.00 (Family plan), or \$350.00 (Single plan), annually, or pro-rated for the number of months that this waiver is actually in effect.
3. I realize that should I require coverage at a later date I can again re-institute my coverage by waiving my cash payments pursuant to the contract by executing and submitting at least 30 days prior to the effective date of the coverage, Appendix B "Waiver of cash payment in lieu of Hospital and Medical Coverage".

Date

Employee's Signature
(NOTARY PUBLIC)

STATE OF NEW YORK
COUNTY OF ERIE
CITY OF TONAWANDA

On this _____ day of _____, 20_____

before me, the subscriber, personally appeared _____ to
me known and known by me to be the person who signed the above form and he or she
signed same or acknowledged his or her signature before me.

NAME _____

ADDRESS _____

DEPARTMENT _____

EMPLOYEE NUMBER _____

MEDICAL INS. I.D. NUMBER _____

APPENDIX B

**WAIVER OF CASH PAYMENT IN LIEU OF MEDICAL AND
HOSPITAL COVERAGE**

1. I, _____, am a member of the Uniformed Professional Firefighters Association, Local 859, and am entitled to Medical and Hospital Insurance coverage as a result of employment with the City of Tonawanda.
2. I have previously waived my right coverage for Medical and Hospital Insurance pursuant to contractual provisions and now find it necessary to re-institute my coverage.
3. Therefore, I hereby agree to waive my right to a cash payment of \$800.00 (Family plan), or \$350.00 (Single plan), per annum for the Health Care Coverage as indicated in the collective bargaining agreement and direct the City of Tonawanda to re-institute coverage at the first available eligible period of time, pursuant to the Medical Insurance Company's policies and procedures.

DATE

EMPLOYEE'S SIGNATURE

NOTARY PUBLIC

STATE OF NEW YORK
COUNTY OF ERIE
CITY OF TONAWANDA

On this _____ day of _____, 20_____
before me the subscriber personally appeared _____
_____ to me known and known by me to be the person who signed the above form and he or
she signed same or acknowledged his or her signature before me.

NAME _____

ADDRESS _____

DEPARTMENT _____

EMPLOYEE NUMBER _____

MEDICAL INS. I.D. NUMBER _____

MEMORANDUM OF UNDERSTANDING

The Uniformed Professional Firefighters, Local 859, agree to allow the City of Tonawanda to use either the Training Officer or the Fire Prevention Officer, Monday through Friday on the day shift, to fill vacancies created by a manpower shortage caused by extended sick leave of over two (2) weeks or worker's compensation of over two (2) weeks that would necessitate overtime in the Fire Department.

In the event of extended sick leave and/or worker's compensation exceeding six (6) months, the Union and the City will meet in good faith to resolve the issue on a case by case basis.

Agreement to this memorandum will not be used to avoid addressing permanent and/or semi-permanent staffing problems that arise within the department.

Signing of this agreement between Local 859 and the City of Tonawanda is being done as a good faith measure to help alleviate unforeseen overtime within the Fire Department.

This memorandum of Understanding will supersede the Memorandum of Understanding dated August 16, 1994.

This Memorandum shall take effect on the 16th day of April, 1996.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day of April, 1996.

Carleton R. Zeisz
President Common Council City of Tonawanda

Gayle Syposs
Labor Relations Chairperson

Kevin R. Hardwick
Labor Relations

Ronald J. Piloizzi
Labor Relations

Thomas D. Miller
Fire Chief

Scott A. Winters
President Local 859, IAFF

Bernard E. Stack
Attorney

David M. Sereno
Negotiator

Michael R. Young
Union Representative